

Electronically Recorded

Tarrant County Texas

Official Public Records

10/29/2010 2:18 PM

D210268592



PGS 7 \$40.00

Suzanne Henderson

Submitter: SIMPLIFILE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## SECOND AMENDMENT TO OIL AND GAS LEASE

STATE OF TEXAS           §  
                                      §  
 COUNTY OF TARRANT   §

KNOW ALL MEN BY THESE PRESENTS:

This Second Amendment to Oil and Gas Lease ("Amendment") is dated the 28<sup>th</sup> day of September, 2010, by and between ROLLING HILLS COMPANY, whose address is 401 East Lamar, Arlington, Texas 76011 (hereinafter referred to as "Lessor"), and CARRIZO OIL & GAS, INC., a Texas corporation, whose address is 1000 Louisiana Street, Suite 1500, Houston, Texas 77002, MARSH OPERATING COMPANY, a Texas corporation, whose address is 300 Crescent Court, Suite 900, Dallas, Texas 75201, and SUMMIT DISCOVERY RESOURCES, LLC, a Delaware limited liability company, whose address is c/o Skyline Oil & Gas, 9821 Katy Freeway, Suite 525, Houston, Texas 77024 (hereinafter collectively referred to as "Lessee").

WHEREAS; Lessor and Lessee are the current owners of that certain Oil and Gas Lease dated December 15, 2006, as amended, by and between Lessor and Marsh Operating Company, covering 96.953 acres of land, more or less, a Memorandum of which is recorded as Document D207000128 of the Official Records of Tarrant County, Texas (the "Lease"); and

WHEREAS, Lessor and Lessee desire to amend the Pooling provision of the Lease in certain respects.

NOW, THEREFORE, for and in consideration of the mutual promises contained in the Lease, the benefits to be derived by each party thereunder and hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Amendment. The Lease is amended by deleting the text of Sections 6(c) and 6(d) and substituting the following therefor:

"6(c) In no event shall any unit formed be greater than 640 acres plus a maximum acreage tolerance of 10%; and

6(d) Lessee shall be required to drill and complete a minimum of six (6) wells in search of oil or gas from the existing drillsite on the Leased Premises into the Rolling Hills "A" Unit, and a minimum of two (2) wells in search of oil or gas from the existing drillsite on the Leased Premises into the Rolling Hills "B" Unit. This requirement to drill and complete a minimum number of wells shall commence on the

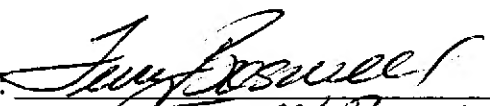
2<sup>nd</sup> Amendment to Oil & Gas Lease  
Rolling Hills Company  
Page No. 2

date of the Lease and expire forty-eight (48) months from the formation of each such Unit. In the event Lessee (or another operator acting on behalf of Lessee by virtue of a Joint Operating Agreement with Lessee) fails to drill and complete the minimum number of wells within the prescribed time period, then Lessee shall pay as liquidated damages to Lessor, \$50,000.00 in cash for each such well not drilled and completed by Lessee (or such other operator)."

2. Ratification. Lessor and Lessee do hereby ADOPT, RATIFY and CONFIRM the Lease and all of its terms and provisions, as amended hereby, and declare the Lease, as so amended, to be in full force and effect.
3. Miscellaneous. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument; provided, however, that this Amendment shall be effective as to each party upon its execution hereof, whether all counterparts are executed by a party or not. In making proof of this Amendment, it shall not be necessary to produce or to account for all counterparts hereof, and it shall be sufficient to produce but one (1) counterpart original hereof, executed by the party sought to be charged thereby. This Amendment shall insure to the benefit of, and be binding on, the parties and their respective successors and assigns.


This Amendment is executed on the date first above written, but made effective as of the date of the Lease.

LESSOR:  
ROLLING HILLS COMPANY

By:   
Printed Name: TERREY BOSWELL  
Title: PRESIDENT

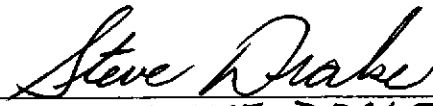
2<sup>nd</sup> Amendment to Oil & Gas Lease  
Rolling Hills Company  
Page No. 3

**LESSEE:**  
**CARRIZO OIL & GAS, INC.**

By:   
Printed Name: ANDREW R. AGOSTO  
Title: VICE PRESIDENT

*DRF*

**MARSH OPERATING COMPANY**

By:   
Printed Name: STEVE DRAKE  
Title: SR VICE PRESIDENT

**SUMMIT DISCOVERY RESOURCES LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

2<sup>nd</sup> Amendment to Oil & Gas Lease  
Rolling Hills Company  
Page No. 3

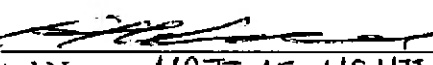
**LESSEE:**  
**CARRIZO OIL & GAS, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MARSH OPERATING COMPANY**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUMMIT DISCOVERY RESOURCES LLC**

By:  \_\_\_\_\_  
Printed Name: HAJIME UCHIIKE  
Title: PRESIDENT

*FO*

2<sup>nd</sup> Amendment to Oil & Gas Lease  
Rolling Hills Company  
Page No. 4

# ACKNOWLEDGEMENTS

STATE OF TEXAS

§

§

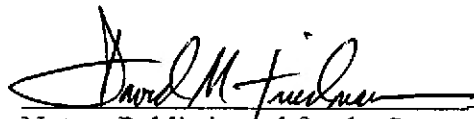
COUNTY OF TARRANT

§

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of September, 2010,  
by Terry Boswell, as President of and on  
behalf of Rolling Hills Company.

My Commission Expires:

1-21-14



Notary Public in and for the State of Texas

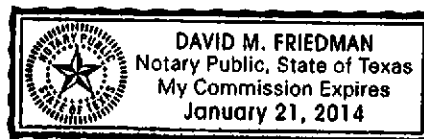
STATE OF TEXAS

§

§

COUNTY OF HARRIS

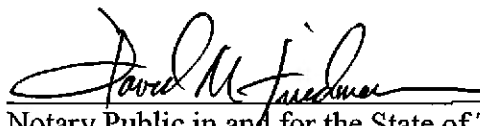
§



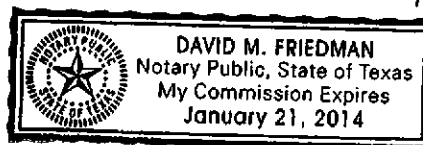
The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of September, 2010,  
by Andrew R. Agosto, as Vice President of and on  
behalf of Carrizo Oil & Gas, Inc.

My Commission Expires:

1-21-14



Notary Public in and for the State of Texas



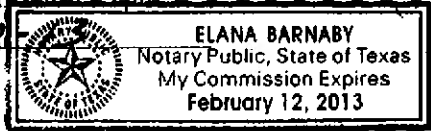
2<sup>nd</sup> Amendment to Oil & Gas Lease  
Rolling Hills Company  
Page No. 5

STATE OF TEXAS     §  
                                  §  
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this OCTOBER 28<sup>th</sup> day of ~~September~~, 2010,  
by ~~James C. Crain, as President~~ of and on behalf of Marsh Operating Company.  
**STEVE DRAKE, SR. VICE PRESIDENT**

My Commission Expires:

2-12-13



*Elana Barnaby*  
Notary Public in and for the State of Texas

STATE OF TEXAS     §  
                                  §  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of September,  
2010, by \_\_\_\_\_, as \_\_\_\_\_ of  
Summit Discovery Resources LLC.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Texas

WHEN RECORDED PLEASE RETURN TO:

Mr. David Friedman  
Carrizo Oil & Gas, Inc.  
1000 Louisiana Street, Suite 1500  
Houston, Texas 77002

2<sup>nd</sup> Amendment to Oil & Gas Lease  
Rolling Hills Company  
Page No. 5

STATE OF TEXAS     §  
                                  §  
COUNTY OF DALLAS   §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of September, 2010,  
by James C. Crain, as President of and on behalf of Marsh Operating Company.

My Commission Expires: \_\_\_\_\_

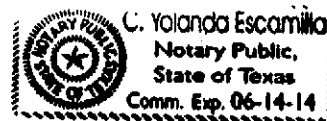
\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS     §  
                                  §  
COUNTY OF HARRIS   §

The foregoing instrument was acknowledged before me on this 30<sup>th</sup> day of September,  
2010, by HAJIME UCHIKI, as PRESIDENT of  
Summit Discovery Resources LLC.

My Commission Expires:  
6-14-14

C. Yolanda Escamilla  
\_\_\_\_\_  
Notary Public in and for the State of Texas



WHEN RECORDED PLEASE RETURN TO:

Mr. David Friedman  
Carrizo Oil & Gas, Inc.  
1000 Louisiana Street, Suite 1500  
Houston, Texas 77002